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Unblusched Cottons One Case of those Superior G. B. Bleached Cottons. -ALSO-

Downer's Kerosene Oil, FROM BOSTON, ALSO,

Sarder and Pientation Hose, No. I and 2 ; Mattocks C. S. Spales, Shorels, Scrops and Rakes, Hardlet Axes, Balebelt - Shingling and Axe patters Ein Ensb Looks, Chest and Padlicks, &c. Circles Pins, Raw Hides, Sash Cords, Sand Paper, Sash Cord. Syringer, Murilage, Horse Cards, Soulges, Champers, Horse Nails and Shoe Ink, T Hinges-5 to 14 in., Tinned Tanks-6 to 14 in. W. W., Paint, Shue, Scrub and Varnish Brushes, Self Heat Irons, Marro's Blacking. Corn Starch, Whiting, Metallic Paint. Snow White Line, Eastern Brooms, Putty. A large Assertment of Chimneys, Common, Clipper, San, Perkins & Howes, &c. Lanterre, Kersenne Wicks, &c. A few dozen of the best Patent Glass Preserving Jars,

Per Jane A. Falkinburg, Oregon Bried Apples. Oregon Hams Fresh Salmon, I and 2 lb. tine,

ALSO

Pilot Bread. Also, on hand,

Pures, Eagle 2 and To, and Clipper Plows, Cultivature, Horse Rose, Canal Barrows, Care Enives, Scribes and Snaiths, &c. Cut Nulls 3d to 804. Cut Spikes 5 to 8 inch. Film-Round Square, Fint and 4-Bound, 6 to 18 in

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Valelies in Gold and Silver Lockets, Locket and Neck Chains, Chatalaius, Gent's best Chains and Guards, Gold Rings, Diamond Rings, Diamond Bracelets. Silver Forks and Sprons

Silver Cake & Fish Knives.

Salt Speens, Sugar Shells, &c. Ladies you are Respectfully Invited to EXAMINE THESE NICE GOODS

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This Work contains the most vivid description of Haundian Scenery that has ever been published, and should be in every Man's Library.

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Commercial and French Rules! Note Paper.

Ladies Baronial Paper and Envelopes. (new styles.)

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The Home Circle, volk I, 2 and 3,
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And all the popular S. S. Juvesule sure books, with
over 200 pieces late music, vocal and instrumental.

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DER "SYREN" DIRECT FROM BOSTON, American Prince Perk, Fifty Bales Rest Pateut Oakum! All of whichwill I be sold at low prices, by SOLLES & CO.

California Beef in Bond. PERSON PER M. BELLE ROBERTS. OREGON LIME.

Received and for Sale INFLATION. HAWAIIANGAZETTE

AN INDEPENDENT JOUENAL. DEVOTED TO HAWAHAN PROGRESS.

Islands .- In Probate. BEFORE MR. JUSTICE JUDD AT CHAMBERS. IN RE PETITION FOR PROOF OF WILL OF HER ROYAL HIGH-

NESS REKAULUOHI, PRE-MIER, DECEASED. Decision.

This is an application by H. H. Chas, Kanaina, or the probate of the will of Her late Highness M. Keksujuon, Premier, alleging that said will was destroyed after her death, and praying that t be established upon prisof of its contents. It is proved that Her Highness died on the 7th of Charles Lenalile, who became King in 1873, and who died in 1874, devising his property to the petitioner, his father. The following is the will sought to be established as propounded in the pe-

1.-I beggesth all the estate, fermerly of Kaikinewa to Moses, son of Kinau and Kekuanaoa. 2 —1 bequeath all the estate formerly of Hoa-pilikane, to Lot, son of Kinan and Keknanaoa. The law on the Kamamala, the daughter of Kinau and Kekua-

4.-I bequeath all my own estate held in my own right to my own son Lunalilo.
5.—That if Moses or Lot should die belore

children of Kunan shall inherit his property.

7.—That if Moses, Lot and Victoria Kamamalu, should die before Eunalilo, then be shall inherit all their property hereby bequeathed.

8.—That Alexander Liholino, son of Kinan and Kekuanana was to take nothing as he was to testament, except so far as it left her own property and the property and the control of the country of the coun

pan (w) and S. M. Kanakan, the three former claim to have been present at its execution; but before considering their testimony, it is necessary to examine the principles of law applicable to the record of beet will be the record of beet o the proof of lost wills.

It is laid down by Swinburne and afopted by

later text writers "that if a testament be made in writing, and afterwards lost by some casualty, if there be two unexceptionable witnesses who did see and read the instrument written, and do emember the contents thereof, the two witnesses so deposing to the tenor of the will, are sufficient for the proof thereof in form of law," and

In 1, Williams on Executors, page 312, the fol-wing comment is made:—\* And, at this day, it quite clear that the contents or substance of testamentary instrument may be thus established. though the instrument itself cannot be produced.

That the Legislative Council did settle or take action upon satisfactory proof being given that the instrument was daly made by the testator, and was for the "Elele Hawaii," newspaper of June 3rd, the "Elele Hawaii," newspaper of Tune 3rd, the "Elele Hawaii," newspaper of Tun not revoked by him, for example, either by showing that the instrument existed after the testator's death, or that it was destroyed in his lifetime without his privity or consent."

The following is the note to Reiffeld on the

law of wills, p. 348. "The practice of the American courts, of receiving parol evidence of the in courts, of receiving parol evidence of the meha III., and the young chiefs, Liholing, Lat, needs of a lost will, seems to be universal, and Moses and Victoria. Also notice of the settlewithout question, notwithstanding the stringent statute requirements in regard to the mode of executing wills, and a lost will may be established by the testimony of a single witness, notwith-standing the statute requires the execution in the presence of two or more. But this evidence must come from witnesses who have read the will and whose recollection of its contents is trustwor-

In Davis et al., vs. Sigourney, 8 Met. 489, In Davis et al., vs. Sigourney, 8 Met. 489, Wilde J. says: — To authorize the probate of a lost will by parol. proof of its contents, depending the proof of t ing upon the recollection of witnesses, the evisence must be strong, positive, and free from all loubt. Courts are bound to consider such evidence with great caution, and they cannot act on probabilities." In this case the wilness was the Attoracy who drafted the will, but as he could cember, 1845." and as the will in this case vested to land arising proviously to the 10th day of December, 1845." and as the will in this case vested to the could be seen that the could be seen that

bar, ever read the will. Auwai says he heard the King read it before signing it; Kilinahe says Kulawailehua read it, and he also says that the King read it; and S. M. Kamakau says that be heard t read in the Legislative Council after the Premier's death; Kemarpuapaa says she heard it read in the presence of the testator. A strict ruling would fully justify the refusal of the probate of the will on the ground suggested, that is, that no one witness testifies from actual recollection of its contents; but from recollection of what was said to be its contents by the reader. The fact, however, that the King was the reader as testified to by one witness, would repel the possibility of a motive for a false reading of it to the testator, (herself the highest chief then living.) and it having an important bearing as a State document, and I, therefore, in view of the peculiar circumstances of this case, do not rule that the witnesses must have actually read this will, in order to be allowed to testify as to its con-

Let us see, however, if the evidence bears the test of being "strong, positive, and free from all

Auwai says the will was made one month be fore Kekanluohi died, and that it was signed three or four days before for death in the presence of the King, John Young and the young chiefs who were sent for from school, and that Kamehamehe III. and John Young then signed it.

Kilinahe says the young chiefs were not present, and that the King and Mr. Young signed it a few days after the testator signed it, and that she died a few weeks after signing it; Auwai, Kilinahe, and Kamakan agree that the will left. the property of Knikicowa to Moses, the property of Hospilikane to Lot, and her own property to her son Lunalilo; Auwai and Kilinahe agree that the will left the property of Kinau to Victoria, and Kanakau says that it left the estate of her own ramily to Victoria and Lunalilo, that is that Lunalilo and Victoria were to divide the family (or Kinau) property equally, but that her own property was to go to her own son. Auwai says that the will directed as follows:—"Regarding Moses, Lot and Victoria, if either of them die the others were to inherit, and if Lunalilo died first these wors to inherit." He adds the them first they were to inherit." He adds that when Kamehameha III. came in, "Kekanluchi told him, that if Moses, Lot and Victoria died, then Lonaido was to inherit," but he does not assert that the will contained these words.

Kilinahe says the will provided that if either Moses, Lot or Victoria died, then each would inherit from the other; if they all died before Lanalilo be would inherit all; if Lunalilo died first, they would inherit.

Kamakau says that if any one (of the four) died, the others would inherit. If all but one

The above statements of the recollection of the different witnesses vary so essentially from each other, that I am at a loss to say what were the actual terms of the will and I do not feel at lib-erty to call out the testimony where it happens to coincide, and from these fragments frame a will. Using the caution which Courts are bound

maipsuppa who while present at the signing in the presence of the King, states that the will left the property of the testator to her son Lonalito and that he was the only one mentioned in her will, and that she did not hear any other property

Over thirty years have elapsed since the alleged transaction; every one of the parties men-tioned and interested in the will propounded have passed away from earth. As a matter of fact the Land Commission, which was organized A LARGE VARIETY, AND TO BE HAD AT the Book and News Depoter

H. M. WHITNEY.

Leading to Mores, the lands of Kinan, and to Loughly the lands of Kinan, and to Leading the lands of Kokuninghi; and they seem Loughlo the lands of Keknulnohi; and they were awarded by distinct titles to the different indi-viduals and "their heirs and assigns," and with no limitation over to the survivor or survivors, as sought to be established by the will. Such a limitation of entailing of these vast estates would

selves, it is a fair inference that they were not in between that of the primary and

estamentary effect. Reference, however, to Hawaiian history will show as that such " kanolias" or directions made which were given effect according as the King after discussion with the chiefs, considered the ha" was equally regarded whether purely ond or

This leads me to a point made by the counsel for the contestant, that is, that if it be admitted that the contents of the will are shown, this will has been already proved by a court of competent jurisdiction, as it was presented to the Legislative Council in 1845, and as testified to by Kau akau "its provisions were carried out" which corresponds to what is now known as admitting

The law on the subject was the act of 24th of 3.—The estate of Kinau is to go to Victoria April. 1841, "Respecting parental daties."

Amamala, the daughter of Kinau and Kekuahibit the will to the King, and if the Supreme Judges percelve there was a real fault to the will they shall correct it," &c.

5.—That if Moses or Lot should die belore Victoria Kamamaia, then she shell inherit their of October Sth. 1840, the King, the Premier, and operty.

6.—That if Lunalilo should die first, then the lidren of Kinag shall intern his property.

7. That if Messa Lat and Victoria form.

Four witnesses have been examined to establish this will, viz.:—Auwai, Kilmahe, Kamaipua-pan (w) and S. M. Kamakan the three former claim to have been present at its account of the land but it was discussed there, and carried into effect so far as was deemed advisable, that is, the sentiment prevailed that the young chiefs men-

tioned should inherit the lands from their respective parents and foster parents as indicated, In one sense, however, it was admitted to probate, for the only judicial action necessary to be taken upon it was taken, and I fail to find anything in the whole transaction that bears out the idea that this kaucha had the entailing clauses in it as propounded in the petition, but if it did contain them, the King and council set them

aside, for these were never carried out. 1845, contains a notice of the settlement by the Legislature of the property of Gov. John Adams, (Kuskini) by which they determined that his private property should go to his heir Leleiohoku, in accordance with his knooha (will) and that his cash \$20,000 should go to Keksulaohi, Kamehament of the property of Haalillo by the Legisla-ture, that it should go to the King as his heir, andthat the King should give Hashino's mother \$20 per month during her life.

I refer to these newspaper accounts, in default of the records themselves which Counsel after search were unable to find. The Polynesian of June 21st, 1845, in an obitu-

ary notice of the deceased Premier, says that "she ever, was considerable, the whole of which she

bequeathed to her son."

But the Land Commission was authorized by not testify with absolute certainty as to some the property at the date of the death of the testator, (the 7th of Jans, 1845) the action of this above without the entail to the survivors, is conclosive against the right to prove a will now which would divert the property differently than

awarded.

ferred to by the counsel for the petitioner. In their fature political status, together with the this case Justice Robertson admitted a verbal certainty that they cannot maintain autonomy or will to probate, made in 1843, and although the land the testator had, had been awarded to Kinimaka and not to the devises. I cannot believe that the attention of the learned justice was called to this point, or he would not have thus policy of making this treaty." practically set aside an award of the Land Com-ands geographically and politically has been ap-parent to our Government. Webster when Sec-For the foregoing reasons, my judgment is that the will of Kekauluobi, as propounded in the petition, be relused probate.

A. Francis Judd. Justice Supreme Court. W. C. Jones for petitioner, E. Preston for con-Honolala, March 31st 1876.

Supreme Court-In Equity.

J. KOII UNAUNA, ADMINISTRATOR OF THE ESTATE OF W. H. KAAU-WAL, vs. GOODALE ARM-STRONG.

I have well considered all the allegations and proofs in this case, and do not doubt that all necseeary formulas were complied with at and before the sale; it seems to me evident, that the administrator offered and was understood to offer portage of these islands to us. From these vaall the right, title and interest of the deceased in. | rious sources it appears, in brief, that the Pacific and to the lots in Papohaka, described in Royal ocean, its shores, its islands, and the vast region patent 5531, and that the cry that they were un-der lease to this defendant was meant and under-in the world's great bereafter;" that the commerce stood to mean as a warning of the lease, so that between the Pacific States with Asia and Austhe bayer might be apprised that he could not have immediate possession of them, and certainly maritime power which holds Pearl river harbor, such an announcement could work no wrong to and moves her fleet there, holds also the key of

defendant was not in the possession of the Aps could draw a line from British Columbia to Ausass marked 2, 3, and 4 on the survey, and got tralia, completely held against our gation, and the go asswer, or an answer to the effect that he did Pacific Coast States would be defenceless;" that not know, or could not tell; but the lease, or rather a lease from the doceased to this defendant, is shown to indicate what the defendant was in possession of. This lease does not recite the Apanas 2, 3, and 4, so that I will take it as interruption to the chief control by the British proved by the defendant that he had only possession of Apana 5, in Papohaku, and on the asphatically that: somption that he had only that Apana, and that | The Pacific ocean is an American ocean, destined he understood himself to be bidding on that which he had possession of only, my judgment is that the plaintiff prepare and tender to the defendant a deed of the Apana 5, in the Royal patent which and the Apana 5, in the Royal patent which and the Apana 5 in the Royal patent which and the Apana 5 in the Royal patent which and the Apana 5 in the Royal patent which and the Apana 5 in the Royal patent which and the Apana 5 in the Royal patent which are the Apana 5 in the Royal patent which are the Apana 5 in the Royal patent which are the Apana 5 in the Royal patent which are the Apana 5 in the Royal patent which are the Apana 5 in the Royal patent which are the Apana 5 in the Royal patent which are the Apana 5 in the Royal patent which are the Apana 5 in the Apana 5 in the Royal patent which are the Apana 5 in the Apana 5 in the Royal patent which are the Apana 5 in the Royal patent which are the Apana 5 in the Royal patent which are the Apana 5 in the Royal patent which are the Apana 5 in the Royal patent which are the Apana 5 in the Royal patent which are the Apana a deed of the Apana 5, in the Royal patent which and Christianity. The islands rest between os and this case. This Apana contains, according to the ler of the universe, as points of observation. rest, to exercise in such cases. I cannot act upon the probability that the recollection of Kilinahe and Auwai, servants of the family, are any more like by to be more trustworthy than that of Kamakau the Historian whose learning is certainly greater than that of the other two.

Land Commission survey, the deed be prepared according to the metes and boundaries set forth in the Land Commission survey, as set forth in the said Royal patent, and that the defendant do pay to the plaintiff for the said land, at the rate of one bundred and ninety-fine delication of the control of t Land Commission survey, 14.36 acres, and that supply, military strategy and command, to enable the deed be prepared according to the meter and such ather to unite in protecting both begispheres boundaries set forth in the Land Commission surfive dollars per acre, deducting the area taken for the road which I find to be, by the computation of Mr. Cartis J. Lyons. 60 of an acre, to wit, :for 13.75 acres, at \$195 per acre, is \$2683 20, and for 13.75 acres, at \$195 per acre, is \$2683 20, and for the case, but that the defendant pay the costs of the case, but that the cost of the charts prepared by Mr. Balley and Mr. Alexander be borne by the cost of the charts prepared by Mr. Balley and Mr. Alexander be borne. by the estate. CHAS C. HARRS,
Associate Justice of the Supreme Court.
E. Preston for complainant, W. C. Jones and
A. S. Hartwell for defendants.

Honolula, March 30 1876. India.

San Juan Hills day, and in perfect order. For sale by

Experimental of these vast estates would be inconsistent with the right of alienation, a present this day, and in perfect order. For sale by

Experimental of these vast estates would be inconsistent with the right of alienation, a present vast estates would be inconsistent with the right of alienation, a present vast estates would be inconsistent with the right of alienation, a present vast estates would be inconsistent with the right of alienation, a present vast estates would be inconsistent with the right of alienation, a present vast estates would be inconsistent with the right of alienation, a present vast estates would be inconsistent with the right of alienation, a present vast estates would be inconsistent with the right of alienation, a present vast estates would be inconsistent with the right of alienation, a present vast estates would be inconsistent with the right of alienation, a present vast estates would be inconsistent with the right of alienation of the above. Both the present vast estates would be inconsistent with the right of alienation of the above. Both the present vast estates would be inconsistent with the right of alienation of the above. Both the present vast estates would be inconsistent with the right of alienation of the above. Both the present vast estates would be inconsistent with the right of alienation of the above. Both the present vast estates would be inconsistent with the right of alienation of the above. Both the present vast estates would be inconsistent with the right of alienation of the above. Both the present vast estates would be inconsistent with the right of alienation of the above. Both the present vast estates would be inconsistent with the right of alienation of the above. Both the present vast estates would be inconsistent with the right of alienation of the above. Both the present vast estates would be inconsistent with the right of the above. Both the present vast estates would be inconsistent with the ri

named young chiefs or their guardians, without affiliated a certain number of colleges, which fit objection by the others or their survivors. It may be objected to, however, that this is a aminations; and next below in the scale are the proceeding merely to admit a will to probate, not to determine the right of property under it, but I consider the restrictions and terms of a will as the scheme for the education of the wealthier fair matter of comment upon the question of the classes. After them come the middle schools, proof of a lost will, for if they are absurd in themthe will. For instance, further, the right assumed by the testator, as claimed in the will propounded, to devise as her own, the property confessedly another's, as the property of Kaikinewa to Lot, is certainly abound when it is claimed to have any are twenty-eight in Bengal, seven in the Northwest Provinces, one in Oude, three in Panjanb, thirteen in Madras, and eight in Bombay. The total number of high schools is 349, of middle by a High chief in the expectation of death were schools 3,096, of female schools 2011 and of norhighly regarded, and as to the nature of advice. mal schools, 132. The professional schools comprise civil-augmenting colleges at Roorkee, Cal-cutta, Madras and Poonah; medical colleges at astructions to be reasonable, and such a "kano- Bombay, Madras, Lahore and Calcutta; and schools of design and decorative art at Calcutta

> From the Washington Cor. Sac. Untilon The Hawaiian Reciprocity freaty-The Bill to Give it Effect-The Free List of Hawaiian Products.

You are aware that January 30, 1875, a trenty of commercial reciprocity—to last seven years, and until a year after notice of withdrawal—was concluded between the United States and the Hawaiian Islands, the ratification of which was advised by the Senate, March 18th, which was ratified accordingly by the President, May 31st, ratified by the King April 17th, ratifications exchanged at Washington, June 3d, and the treaty proclaimed on the same day. As this treaty abolishes duties on certain enumerated articles, an Act of Congress is necessary to give it effect, and the proposition must originate in the House ntatives. Accordingly the Committee on Ways and Means have made a favorable report upon and submitted to the House a bill on the subject-introduced by Luttrel-which pro-

That whenever the President of the United States shall receive satisfactory evidence that the Legislature of the Hawaiian Islands have passed laws on their part to give full effect to the provisions of the Convention between the United States and his Mojesty the King of the Hawaiian Islands, signed on the 13th day of January, 1875 be is authorized to issue his proclamation declaring that he has such evidence; and thereupon, from the date of such proclamation, the following articles, being the growth and manufacture or produce of the Hawaiian Islands, to wit : arraw root astor oil, banauas, nuts, vegetables, dried and undried, preserved and unpreserved, hides an I skins, undressed, rice, pulu, seeds, plants, shrubs or trees, muscavado, brown and all other unr fined sagar, meaning hereby the grades of sugar heretofore commonly imported from the Hawaiian Islands, and now known in the markets of San Francisco and Portland as "Sandwich Is land sugar," syrups of sugar cane, metado and iolasses, tallow, shall be introduced into th United States free of duty so long as the said convention shall remain in force,

The committee gives the figures to show that already there is a large trade between the Islands and Australian and New Zealand ports, which latter are struggling for a monopoly of the sugar trade with Hawaii, now that the sugar supply of the Mauritius is rapidly declining. The British Government and people are ever on the alert to i screase their commercial advantages; and in the treaty the United States may loose its trade with the Islands, and from the necessities of the case must make a commercial treaty with some country. Under this treaty the United States will have the carrying trade, as the Islanders have no large

The treaty provides that " no export duty or charges shall be imposed "by either Government on the articles commerated above, And "it is agreed on the part of His Hawaiian Majesty." says the treaty, " that so long us this treaty shall emain in force, he will not lease or otherwise spose of or create a lieu upon any port, or othor territory in his dominion, or grant any special rights of use therein, to any other power, State or Government, nor make any treaty by which any other nation shall obtain the same privileges, relative to the admission of any articles free of duty, hereby secured to the United States.

It is upon this clause that the committee lay

the greatest stress. It makes the United States the favored nation to the exclusion by discrim Their action was a judgment of a Court of competent authority, upon a matter within its jurisdiction, it being a "claim for land arising previously to December 10th, 1845." Kansian vs. Long. 1872; Kahoomana vs. Minister of International Competent and Capabilities of production, the character of their hurbors and their commerce. the present and future commerce of the character of their hurbors and their commerce. The present and future commerce of the character of their hurbors and their commerce. hold their place as a separate nation and not be-come absorbed by some other power, are to be considered in determining the question as to the

For over 35 years the importance of these is'retary of State, declared that the Government of the United States would look with displeasure apon any effort by any other Government to ac-quire any proponderating influence over these islands, and as to the intimation that the French contemplated taking possession of them, he trusted they would not, "but they would be dislodged if it took the whole power of this Government to do it-if his advice were taken." Marcy and Seward contemplated the possibility of such a treaty as this with favor—as did many others of the leading statesmen of the country, and many administrations. The Oregon Legislature, the San Francisco Chamber of Commerce, and the Boston Board of 'Irade, ditto. The committee quote from Sewards' speech. Jarvis' history, the admissions of the London Times, the writings of Sir George Simpson, Admiral Porter, Admiral Designations. Reynolds, General Schofield and even from a rethe North Pacific:" that if the British co At the trial, I asked several times whether the cure control of the Islands, "the British Navy

Kelley of Pennsylvania, will fight the bill tooth and nail in the House, and, judging from the previous opposition to the treaty in the Senate-where he was besten by 51 to 12—Senator Booth will anthgonize it in the latter body. there is not a doubt that the bill will pass both houses. Carron-

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